

Aug 18 1972 8 00 P.M.

INTERSTATE COMMERCE COMMISSION

LEASE ASSIGNMENT

The undersigned (the "Company") hereby assigns to Interet Equipment Company (the "Vendor", which term shall include any subsequent assignee) all of the Company's rights, title and interests, but none of the Company's obligations, in, to and under a certain Lease (the "Lease") dated as of July 17, 1972 between the Company and Elgin, Joliet and Eastern Railway Company (the "Lessee").

All of the Company's rights, title and interests assigned hereunder may be reassigned by the Vendor.

Anything in the Lease or herein to the contrary notwithstanding, all of the Company's rights, title and interests under the Lease, including without limitation its rights to receive rental or other payments thereunder and to exercise its remedies thereunder, and all rights of any person, firm or corporation who claims or who may hereafter claim any rights under the Lease under or through the Company, are hereby made subject and subordinate to the terms, covenants and conditions of a certain Conditional Sale Agreement, dated as of July 17, 1972 between the Vendor, the Company and the Lessee (the "Conditional Sale Agreement") and to all rights of the Vendor thereunder, and to any assignment thereof made by the Vendor, its successors and assigns.

The Company does hereby constitute the Vendor, its successors and assigns, the Company's attorney, irrevocably, with full power (in the name of the Company or otherwise) to demand and receive and give releases for any and all moneys and claims for money due and to become due under or arising out of the Lease, to endorse any checks or other instruments or orders in connection therewith, to give all or any of the notices, consents, instructions or other communications reserved to the Company in the Lease, and to file any claims or take any action or institute any proceedings which the Vendor deems necessary.

The Company agrees that it will promptly at any time and from time to time, upon the written request of the Vendor or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights and interest hereby assigned and transferred to the Vendor or intended so to be.

The Company hereby agrees to perform fully its obligations under the Lease, to exercise promptly and diligently every right it may have under the Lease, to notify promptly the Vendor, or any subsequent assignee thereof of which it has notice, of any event of default by Lessee under the Lease, and the Company shall not extend, amend, supplement or terminate the Lease, or agree to, or permit, any modification, waiver or other alteration of the terms thereof without the written consent of the Vendor, or any subsequent assignee thereof of which it has notice.

The Vendor hereby agrees that, following the assignment of all of the Company's rights, title and interests under the Lease pursuant hereto, the Company's obligations to the Vendor or its assigns in respect of the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement, being used with the same meaning herein) and all other amounts payable by the Company to the Vendor or its assigns shall be satisfied solely out of the rentals payable under the Lease and all other amounts payable by the Lessee to the Company or its assigns, and under no circumstances whatever shall the Company or any of its officers, directors or shareholders be personally liable for any of the foregoing obligations.

The Company does hereby represent and warrant that the Lease is in full force and effect and that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Lease Assignment shall remain in effect, the whole or any part of the rights hereby assigned to the Vendor to anyone other than the Vendor, its successor or assigns.

This Lease Assignment is given as security for the payment by the Company to the Vendor, its successors and assigns, of the balance due to Vendor in respect of the Conditional Sales Indebtedness, and shall remain in full force and effect until such balance due (including all interest thereon) and all other sums due to the Vendor under the Conditional Sales Agreement shall be paid in full.

UNILEASE LTD.

By:

*Quirk James Fisher*

Title:

*Vice Pres*